

# **RULES & REGULATIONS**

## **of**

### **Village Walk South of Vero Beach**

#### **Homeowners Association, Ltd.**

(Hereinafter referred to as the "Association")

Latest Revision 11/2018

#### **1. LEASING**

- 1.1 A member who leases or renews a lease of his or her house, or consents to an assignment or sublease thereof shall, upon entering into the lease or the renewal, or granting the consent, as the case may be:**
- (a) Notify the Association that the house has been leased, re-let, sublet or the lease assigned, as the case may be PRIOR to move in;**
  - (b) Provide the Association with a duly completed Lease Information Form with respect to the lessee, sub-lessee or assignee, as the case may be, and the permitted occupants of the house, *as well as background checks* in accordance with the form attached hereto as Appendix 1;**
  - (c) PROVIDE THE LESSEE, SUB-LESSEE OR ASSIGNEE WITH A COPY OF THE DECLARATION OF COVENANTS, BY-LAWS AND RULES OF THE ASSOCIATION;**
  - (d) Provide the Association with the member's current address and telephone number(s); and,**
  - (e) Ensure that the lease contains a covenant by the lessee to comply with the Association's declaration of covenants, by-laws and rules.**
- 1.2 If a lease of a member's house is terminated or not renewed upon its expiry, the member shall notify the Association in writing.**
- 1.3 A member may not lease his house more than twice in any calendar year nor lease his house for a duration of less than 30 consecutive days. No sublease or assignment of an existing lease shall occur where the unexpired term of the lease is less than 30 days and only one assignment or sublease may occur in any calendar year.**
- 1.4 To be eligible to Lease his or her house, a member must first be an owner of record of his or her house for a minimum of 2 years prior to the first request for approval to lease.**
- 1.5 Notwithstanding anything herein to the contrary, no Lessee shall be allowed to keep a dog. This prohibition shall replace the current language on the application and shall be included as a notice to the prospective Lessee on the application, a copy of which is attached to these Rules and Regulations.**

## **2. Recreation**

### **Swimming Pool and Clubhouse**

- 2.1 Absolutely no smoking in pool area or clubhouse**
- 2.2 Pool hours are from sunrise to sunset. No one shall enter the pool between sunset and sunrise.**
- 2.3 Members, tenants and guests shall use the pool at their own risk.**
- 2.4 No food shall be allowed in the pool area.**
- 2.5 Lights in the restrooms shall be turned off when not in use.**
- 2.6 People with infectious or contagious conditions which are capable of spreading to others through contact with the pool water shall refrain from using the pool.**
- 2.7 Pets shall not be permitted to enter the pool area, whether leashed or unleashed.**
- 2.8 Those who are intending to use the pool are asked to shower before doing so and to remove sun tan oil.**
- 2.9 Those using sun creams are asked to position a towel of adequate size between themselves and the pool chairs in order to avoid leaving any residue on the pool chairs.**
- 2.10 Pool furniture shall not be removed from the pool area unless required for seating in the Clubhouse, in which case it shall be returned to the pool area immediately after use.**
- 2.11 Umbrellas shall be closed after use to avoid damage. All furniture moved from its original location shall be restored to its original location immediately after use. The tabletops shall not be exposed to candles or burning devices.**
- 2.12 Glass containers are not permitted in the pool area.**
- 2.13 Diving or jumping into the pool is not permitted.**
- 2.14 Motorized toys are not permitted in the pool.**
- 2.15 Radios or other sound-emitting electronic devices shall not be operated in the pool area unless headphones are used.**
- 2.15 Compliance with any additional regulations posted in the pool area is required.**

## Infants and Children

- 2.17 Infants not yet toilet trained or under three years of age must wear swim diapers. Diaper changing is not permitted on the pool deck.
- 2.18 Children under five years old must be accompanied by a parent or responsible adult at least 18 years old and may not be in the water without the adult.
- 2.19 Children under 12 years of age must be supervised by an adult, who need not be in the water.
- 2.20 *NO SMOKING in pool, bathroom and clubhouse areas*

## Clubhouse

- 2.21 The clubhouse and pool are for members/tenants and their guests only. A member who has leased his or her house shall relinquish his or her privileges to use the clubhouse and pool during the term of the lease.
- 2.22 The clubhouse may be reserved for private parties by contacting the Treasurer or other member of the Board. The member shall post a security deposit of \$100.00 at least *one (1) week* prior to the event. The clubhouse shall be thoroughly cleaned after member's use and shall be made free of damage in order for the deposit to be refunded. Nothing shall be affixed to the walls with adhesive tape or pins or by any method liable to result in damage thereto. The cost of any repairs required would be charged to the member who has sponsored the event.
- 2.23 Members are required to remove all trash from the clubhouse to their residences for pickup.
- 2.24 No unsupervised children under the age of 18 years are permitted to use the clubhouse.

## 3. Pets

- 3.1 All pets must be leashed and controlled at all times when outside of a house and within the limits of Village Walk South. No tethering of animals is permitted outside residences.
- 3.2 Walking pets in public areas is permitted; however, no pet shall be permitted by its owner to run at large on the common area or on the Lot of any other homeowner at any time.
- 3.3 The owner of any pet shall immediately remove and dispose of, in the manner of garbage, any fecal material left by such pet on any part of the common area or on the Lot of the owner or any other homeowner.
- 3.4 Barking or howling by any pet shall not be allowed by its owner to persist for any length of time that is liable to cause annoyance to other residents of Village Walk South.
- 3.5 **A maximum of two pets , not to exceed 40 lbs each ,per household shall be permitted, EXCEPT that no dogs will be allowed for any Lessee of a house**

## **within the Association Property.**

- 3.6 No person shall keep any dog or other animal within Village Walk South if there is reason to believe that the dog or animal may cause harm to a person or other domestic animal.**
- 3.7 No person shall keep any of the following breeds of dog within any home, building or property in Village Walk South: (a) a pit bull terrier; (b) a Staffordshire bull terrier; (c) an American Staffordshire terrier; (d) an American pit bull terrier; (e) a Rottweiler; and (f) a dog that has an appearance and physical characteristics that are substantially similar to those dogs referred to in (a) to (e) above.**
- 3.8 In the event that a pet that behaves in an aggressive manner or has previously attacked a person or a pet, causing injury, and the Board makes a determination that such pet poses a danger to persons or animals within Village Walk South, the owner of such pet shall permanently remove it from Village Walk South. Prior to making a determination that a pet poses a danger to persons or animals within Village Walk South, the Board shall afford the owner thereof a reasonable opportunity to be heard on the matter and the Board may, in its discretion, in lieu of requiring the removal of the pet, impose such reasonable conditions on the keeping of the pet as the Board may deem appropriate.**
- 3.9 Service and/or emotional support animals must have ESA certification as well as a letter written by a licensed mental health professional of the need for service animal. Service animals must display certification tag and/or vest, be under control and obedient at all times.**

## **4. Parking**

- 4.1 All vehicles parked in open view shall have a current registration.**
- 4.2 Inoperative vehicles shall be not allowed to remain on the property for more than two days. No major maintenance or repairs may be performed unless it is within the confines of a garage.**
- 4.3 No vehicles shall be parked on the roadways overnight.**
- 4.4 Parked vehicles in a driveway shall not extend onto the roadway. Parked vehicles on a roadway shall not block or impede access to and egress from a driveway.**
- 4.5 Parking by residents (owners, tenants and members of their households) is not permitted in the visitor parking areas except as may be expressly permitted by these rules (see motor homes below). Only guests may park in the visitor parking areas.**
- 4.6 Vehicles may not be parked on any grassed or planted area, either wholly or partially.**
- 4.7 Parking on another member's driveway is prohibited unless express permission is granted**

- 4.8** Parking in Village Walk South shall be restricted to private automobiles and passenger-type vans, jeeps, pick-up trucks having a capacity of no more than 3/4 tons, except as may be expressly permitted by these Rules. Unless expressly permitted hereby, no commercial vehicles, campers, mobile homes, motor homes, house trailers or trailers of every other description, recreational vehicles, boats, boat trailers may be parked in Village Walk South unless within a fully enclosed garage, with the garage door closed.
- 4.9** Occasional parking of recreational vehicles (campers, trailers, motor homes, boats) shall be permitted in the driveway of a residence when the resident is loading in preparation for leaving on a trip or unloading immediately after a trip. Such parking shall not exceed one day in duration.
- 4.10** Motor homes or other recreational vehicles, boats or trailers exceeding the length of the owner's driveway shall not be parked in Village Walk South overnight; however, a resident may park such vehicle in the east visitors parking area overnight on one occasion when preparing to leave on a trip or when unloading from a trip.
- 4.11** The prohibitions against parking of commercial vehicles, trucks and service vehicles shall not apply to the temporary parking of such vehicles for construction use or providing pick-up or delivery or other commercial services to a resident or to the Association. Emergency vehicles attending to an emergency within Village Walk South are exempt from such prohibitions.

## **5. OPERATION OF MOTOR VEHICLES**

- 5.1** Speed. No person shall drive a motor vehicle within the limits of Village Walk South at a rate of speed greater than 15 miles per hour.
- 5.2** Stop Signs. Every driver of a motor vehicle approaching a stop sign within the limits of Village Walk South shall:
- (a) Stop his or her vehicle at the stop sign; and
  - (b) Yield the right of way to traffic in the intersection or approaching the intersection and, having done so, may proceed.

## **6. Miscellaneous Provisions**

- 6.1** Clothes drying. No exterior portion of any lot or any common area shall be used as a drying or hanging area for laundry of any kind.
- 6.2** Satellite Dishes. Satellite equipment shall be mounted in an inconspicuous location, not visible from the front elevation of the house. Satellite equipment shall be mounted so as not to compromise any part of the structure such as the roof, stucco or soffit, or be mounted to privacy fences. Satellite dishes shall be removed in the event of a hurricane warning for the area. Seasonal residents who do not have arrangements in place for the removal of their satellite dishes in the event of a hurricane warning shall remove them prior to their departure.
- 6.3** Signs. Signs advertising a House for Sale will be permitted in one window

of the house only and shall not exceed 24 inches by 24 inches.

- 6.4 **Ornamentation.** No flagpole stanchions will be allowed. Religious ornamentation be not be allowed in common areas, with the exception of a 14 day period around major religious holidays (e.g. Christmas, Hanukkah etc.) Other outdoor ornamentation shall be subject to review and approval by the Architectural Review Committee (hereinafter referred to as "A.R.C.").
- 6.5 **Trash.** Prior to and after trash collection, all trash containers shall be kept inside the garage or residence.
- 6.6 **Garage Doors.** All garage doors shall be operational and kept closed at all times when not in use for entry or exit.
- 6.7 **Disturbances.** No members or tenants shall cause or permit their guests and invitees to cause any disturbance that interferes with the right of quiet enjoyment or comfort of other members or residents. *Violations will incur a fine of \$100 per occurrence.* Owner is ultimately responsible for the actions of their tenants and/or guests.
- 6.8 **Air Conditioners.** No window air conditioners or window fans shall be operated in any dwelling.
- 6.9 **Playground Equipment.** No outdoor playground equipment or structures shall be stored away and out of sight when not in use .
- 6.10 **Exterior and/or Landscape Changes.** No person shall make any change to the exterior and/or landscape appearance of any dwelling or exterior improvement thereto, including, without limitation, repainting in a different color, exterior refinishing, re-roofing, or the addition of architectural details, decorative sculptures or wrought iron grills, or fences or other enclosures, without the PRIOR written consent of A.R.C. This rule applies to any and all alterations
- 6.11 **Roofs.** With the sole exception of roof replacements that are carried out by the Association, all roof repairs , maintenance and/or repairs shall be the sole responsibility of the Homeowner. A licensed and insured contractor shall complete these repairs/replacements. Such license and evidence of such insurance shall be attached to the ARC application requesting approval. Shingles must me replaced with the same quality and color of existing materials. When a replacement, Every attempt should be made to match existing shingle prior to being submitted to the ARC for approval.
- 6.12 **Awnings.** No awnings shall be permitted.
- 6.13 **Damage.** Members shall be liable for any and all damage to the Association's property caused by the negligence or willful acts of the member, the occupants of the member's house, the guests of the member's household and the member's tenants.
- 6.14 **Association's Employees and Contractors.** Members and residents other than directors of the Association shall not direct or supervise or in any manner attempt to assert any direction or control over any employee of the Association or any vendor or service provider under contract to the Association.

- 6.15 Association's Property.** No person shall use the Association property or any part thereof in any manner contrary to the Association's documents.
- 6.16 Shutters.** Many Members at Village Walk South are not year-round residents, spending time away from their units during what is considered to be hurricane season in Florida. In an effort to protect the integrity of the units at Village Walk South, the installation of hurricane shutters has been permitted, subject to approval by the ARC. For the safety and convenience of all Members and in particular those Members who are not in residence during the hurricane season, the approved hurricane shutters may remain in place for the non year-round residents for the period to include May 15 through December 15 of each year without need for further Board approval. Residents who leave prior to May 15 of each year should notify the Board of such departure before leaving to obtain permission to put up shutters before May 15. For all residents who wish to leave shutters in place for the extended period, the shutters must be composed of a clear material. Year round residents should install their approved shutters only within a short reasonable time prior to a tracked potentially dangerous storm and be removed within 48 hours of the storm's passage.
- 6.17** In the event of damage or destruction to any portion of the improvements on a Lot, the improvements shall be repaired or restored in accordance with the provisions of the applicable insurance requirements. In the event the Owner is unable to rebuild the improvements on the Lot, such owner shall clear the debris and have the Lot leveled and restored within sixty (60) days from the date of destruction or damages. To ensure the foregoing is accomplished, each Owner shall maintain fire and extended coverage casualty insurance on the improvements on their Lot in an amount equal to or greater than the assessed value of their improved Property. Proof of insurance shall be provided to the Association at least annually. Failure of an Owner to provide Proof of Insurance within 30 days of Notice by the Association to do so will subject Owner to all remedies available to Association under its governing documents which may include in addition, but not be limited to, the Association binding such coverage for owner and assessing Owner the costs of said insurance, which assessment may become a lien on
- 6.18** Lanai shall not be used for storage space, junk, toys, unused/broken furniture, storing of winter/holiday paraphernalia, etc. Must kept clean and orderly, screen must be kept clean of debris, tears repaired and peeling protection film on the screen must be removed or replaced. Rusted/oxidized aluminum frame must be removed/replaced. Interior painting must be uniform  
with rest of the community.

## **7.0 ADMINISTRATIVE PROVISIONS**

- 7.1** Investigation of and Preliminary Action on Complaints. Upon receipt of a complaint to the effect that the Rules have been or are being violated, one or more board members, or the property manager, shall make such reasonable investigation thereof as is warranted by the circumstances. If the complaint appears valid and official action is justified, the board or property manager, as the case may be, shall send a written notice of the violation to the offender. Such notice may be sent by letter, either hand-delivered or by regular mail, or by e-mail if the receiving party has provided

the Association with an e-mail address for the purpose of receiving communications from the Association.

**7.2 Further Action on Complaint.** If the violation continues for more than 10 days after the notice, but repeated within 30 days, a Notice of Violation shall be issued to the violating member. Such notice shall advise the member of the imposition of a fine as set out below and shall provide for at least 14 days' notice of a hearing before a committee of at least three members who have been appointed by the board, who are not officers, directors, or employees of the association, or the spouse, parent, child, brother, or sister of an officer, director, or employee. If the committee, by majority vote, does not approve the proposed fine, it may not be imposed. If a majority of the committee approve the fine, it shall become due and payable forthwith. Any unpaid fines may be collected in the same manner as unpaid assessments, in accordance with the Declaration of Covenants.

The fine for each violation shall be as follows:

- • Parking Violation - \$50 per day or occurrence
- • Vehicular Violation - \$50 per occurrence
- • Pet Violation - \$50 per day per pet or \$50 per occurrence in the case of single instances of rule violations involving pets
- • Rental Violation - \$50 per day or occurrence
- • Architectural Violation - \$10 per day of violation
- • Disturbances Violation – up to \$100 per incident
- • Other Rule Violations - \$50 per occurrence or per day of violation, to be determined by the board
- • *Repeat Violations – fines will be doubled*
- • *Criminal and/or community disturbance Violations - \$100 per occurrence or per day of violation, to be determined by the board*

***Please note:***

***If an owner rents his or her unit, the owner is ultimately responsible for any rules infractions of their tenant(s). Notice of any rules infractions by a tenant will be sent to both the tenant and the owner. The ultimate responsibility for the payment of any fines will be unit owners.***





APPENDIX 1  
LEASE INFORMATION FORM

NAME(S) OF REGISTERED OWNER \_\_\_\_\_

\_\_\_\_\_

ADDRESS OF REGISTERED OWNER(S) \_\_\_\_\_

\_\_\_\_\_

REGISTERED OWNER(S) PHONE NUMBERS: HOME: \_\_\_\_\_

OFFICE \_\_\_\_\_ CELL: \_\_\_\_\_

REGISTERED OWNER'S E-MAIL ADDRESS: \_\_\_\_\_

ADDRESS OF LEASED HOUSE IN VILLAGE WALK SOUTH:

\_\_\_\_\_

LOT NO. \_\_\_\_\_

NAME(S) OF TENANT(S): \_\_\_\_\_

\_\_\_\_\_

NAME(S) OF OTHER OCCUPANTS PERMITTED BY THE LEASE OR TENANCY  
AGREEMENT: \_\_\_\_\_

\_\_\_\_\_

TENANT'S PHONE NUMBERS: HOME: \_\_\_\_\_

OFFICE \_\_\_\_\_ CELL: \_\_\_\_\_

TENANT'S E-MAIL ADDRESS: \_\_\_\_\_

TERM OF LEASE: START DATE: \_\_\_\_\_ EXPIRY DATE: \_\_\_\_\_

CONFIRMATION THAT TENANT HAS BEEN PROVIDED WITH DECLARATION OF  
COVENANTS, BY-LAWS AND RULES OF VILLAGE WALK SOUTH

I / WE SO CONFIRM. YES  NO

\_\_\_\_\_  
SIGNATURE(S) OF REGISTERED OWNER(S)

**YES  NO  – Tenant has been provided with Rules & Regulations**  
**YES  NO  – Background check on all occupants provided with**  
**lease PRIOR to move in**